

COUNTY OF YORK, VIRGINIA  
INVITATION FOR BIDS (IFB)

Issue Date: June 11, 2003

IFB #: 1326

Title: Fencing, Vinyl-Clad & Galvanized: Annual Contract

Classification Code: 33000

Issuing Agency:

County of York, Virginia  
Central Purchasing  
120 Alexander Hamilton Blvd  
P.O. Box 532  
Yorktown, Virginia 23690

Using Agency And/Or Location  
Where Work Will Be Performed:

(VARIOUS LOCATIONS)

Yorktown, Virginia 23690

Sealed Bids Will Be Received Until 10:00 A. M. on Tuesday, July 8, 2003.  
At Which Time They Shall Be Opened In Public.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Buyer II,  
Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The  
Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated In  
Section 10.0.

Name and Address of Firm:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature in Ink

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

**1.0 PURPOSE:**

It is the intent of this formal Invitation for Bids (IFB) to procure a Contractor to provide fencing for the County of York, Virginia hereinafter the County and York County School Division (the "Schools") (collectively, the "Owner").

The contract shall consist of a five (5) year contract beginning July 1, 2003 thru June 30, 2008. Upon thirty (30) days written notice to Contractor, this agreement may be canceled by the Owner at any time when in the judgment of the Owner the product furnished, or service rendered, by the Contractor is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner or Schools to damages for breach of contract.

The Owner reserves the option to renew this contract annually for two (2) years following the contract period specified above.

**VINYL-CLAD FENCING FOR TENNIS COURTS**

Forest Green Vinyl-Clad Fencing For Tennis Courts  
Thermal Bonded Black Vinyl Fencing for Tennis Courts  
Thermal Bonded Black Vinyl Fencing  
Black Vinyl Gate (Thermal Bonded)

**GALVANIZED FENCING**

Galvanized Sideline Fencing  
Galvanized Backstop  
Galvanized Gate  
Galvanized Dual Foul Post

**WOODEN GUARDRAIL INSTALLATION****PIPE BARRIER GATE INSTALLATION****VERTICAL BOARD (TYPE 4) FENCING****2 RAIL AND 3 RAIL SPLIT RAIL FENCING****FENCING REPAIRS**

Galvanized  
Black Vinyl (Thermal Bonded)  
Wooden Fencing

**2.0 SCOPE:**

To furnish all equipment, labor, materials, supplies, warranty, supervision, and all else necessary to provide fencing services for projects located throughout York County, Virginia. The fencing projects will include repairs to existing fencing, as well as installation of new fencing. Fencing will be purchased on an individual project basis with the type and total linear feet of fencing varying from project to project. Prices quoted below shall be for varying types and quantities to be purchased.

**3.0 GENERAL:****3.1 Scope of Work:**

The contract work to be performed under these Specifications consists of furnishing all of the required labor, supervision, materials, equipment, parts, warranty, supplies, and all else necessary for, or pertinent to, the installation of fencing for tennis courts and other projects as required, in accordance with these specifications.

**3.2 Layout of Work:**

The work shall be laid out to true lines and grades. Surveying of lines and grades, from a base line and bench mark established by the Owner at the construction site, and staking therefore, shall be accomplished by the Contractor. Survey Control Points shall be substantially established, protected, and maintained in place by the Contractor for the duration of the project or until such other time as their removal may be authorized by the Owner or his representative.

**3.3 Submittals:**

Submit approximately 6" long or 6" square of fabric material, post section and typical accessories. Submit shop drawings, including details illustrating fence height, sizes of posts, rails, braces, gates, footings, and accessories.

**3.4 Special Additional Specifications & Instructions:**

All fencing shall meet the specifications contained in this paragraph unless otherwise specified.

**3.5 Height:**

Overall height of fence when erected shall be ten feet (10').

**3.6 Manufacturer's Instructions:**

Installation of all fencing shall be in accordance with manufacturer's recommendations unless otherwise noted in the specifications.

**3.7 Fabric:**

Top and bottom salvage shall be a knuckle finish. Fabric shall be free of barbs, icicles, or other projections resulting from the coating process, and any fabric not free thereof will be rejected even though erected. Bottom of fence fabric shall be 3/4" plus or minimum 1/4" above court surface. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on inside of fence line and anchor to framework so that fabric remains in tension after pulling force is released.

**3.8 Top Rail:**

Top rail shall meet the same specifications of quality as line and terminal posts and shall be compatible with same.

**3.9 Post Spacing and Settings:**

Line and terminal posts shall be set in concrete foundations not less than ten inches (10") in diameter and not less than thirty-six inches (36") in depth. Concrete shall be mixed in ratios of six (6) standard 94-pound sacks of cement per cubic yard of concrete, with one such sack of cement to not more than six (6) U.S. gallons of water, attaining a compressive strength of not less than three thousand five hundred (3,500) pounds per square inch at the twenty-eight (28th) day after pouring. Spacing posts in the line of fence shall be uniform and no more than eight feet (8') apart. Concrete shall be finished smooth and even with court surface. All line posts and terminal posts shall be installed in the asphalt tennis court surface (approximately six inches (6") from the edge of the court).

**3.10 Brace Assemblies:**

Install brace so posts are plumb when diagonal rod is under proper tension.

### 3.11 Tension Wire:

Install tension wires before stretching fabric and tie to each post with ties or clips.

### 3.12 Stretcher Bars:

Thread through fabric and secure to posts with metal bands spaced not over fifteen inches (15") on center.

### 3.13 Touch-up:

Any required field touch-up will be in compliance with manufacturer's instructions. Job site shall be cleared of excess spillage of concrete, cut wires, etc., and post hole excavation scattered uniformly away from posts.

## I. SPECIFICATIONS: VINYL-CLAD MATERIALS:

### A. FOREST GREEN VINYL-CLAD FENCING FOR TENNIS COURTS:

#### i. General:

Vinyl-clad, chain-link fabric, framework and fittings shall be manufactured in accordance with U.S. Government Specification RR-F-191/1A, Type V. Galvanized core or owner approved equal. The manufacturer, at the request of the owner, prior to installation, shall supply certification that all materials used fully comply with the specifications.

#### ii. Chain Link Fabrics:

Chain link fabrics shall be a bonded vinyl coating or owner approved equal. The base metal shall be commercial quality medium high carbon, hot dipped galvanized steel wire. The vinyl coating shall be continuously bonded (not sprayed or dipped) over the galvanized steel wire by the Thermal Bonding process under pressure to 5,000 P.S.I. to insure a dense and impervious covering free of voids, having a smooth and lustrous surface appearance. The coating thickness over the galvanized steel wire shall be in accordance with U.S. Government Specification RR-F-191/1A, Type V, Galvanized core with a permissible diameter variation of plus or minus .005 inches.

The vinyl-clad wire shall meet the following specifications:

<u>Wire Size</u>	<u>Minimum Vinyl O.D. Inches</u>	<u>ASTM Spec. 116 Wall Tolerance</u>	<u>Minimum Tensile Zinc Coat Thickness</u>	<u>Strength Oz./Sq. Ft.</u>	<u>P.S.I.</u>
6 Gauge	0.192"	+/- 0.005"	.022"	.40	90,000

The wire shall be vinyl-clad before weaving and shall be free and flexible at all joints. The mesh size shall be measured by the distance between the wires forming parallel sides of the mesh, with permissible variation of plus or minus .250 inches.

The height of the fabric, measured from the ends of the knuckles, shall have a permissible variation of plus or minus one inch.

The vinyl chain link fabric sizes shall meet the following specifications:

<u>Fence FABRIC Height</u>	<u>Size Mesh</u>	<u>Gauge</u>	<u>O.D.</u>
120 inches	1 3/4 inches	6	.192

The selvage type shall be knuckled (top and bottom).

**iii. Wire Coating:**

Plasticized Polyvinyl Chloride (PVC) with low temperature (-20 degrees C) plasticizer, no fillers, extenders or extraneous matter, other than the necessary stabilizers and pigments shall be used. Colors will be stabilized and have a light fastness that shall withstand a minimum WEATHER-O-METER exposure of 1,500 hours without any deterioration (Test Equipment Operating Light and Water Exposure Apparatus Carbon-Arc Type) ASTM-D 1499.E 42. Type E. The vinyl covering shall, in addition, resist attack from prolonged exposure to dilute solutions of most common mineral acids, sea water and dilute solutions of most salts and alkali.

**iv. Standard Munsell Color System:**

All fabric, posts and fittings shall comply with the Munsell Color System as indicated: Forest Green 10G-4/10.

**v. Framework:**

Line corner and terminal posts, top, bottom and intermediate rails shall be Schedule 40 galvanized steel to American Standards Testing Materials (A.S.T.M.) A-120 or structural grade galvanized steel pipe with a 10-14 mil vinyl coating bonded to a special crosslinking epoxy primer by the Thermal fusion process.

**ASTM A 120 SCHEDULE 40 AND STRUCTURAL GRADE VINYL-CLAD PIPE FRAMEWORK**

Galvanized pipe shall be coated with zinc inside and outside by the hot dip process and shall not be less than 1.8 oz. per sq. ft.\* of the total coated surface before vinyl coating. The zinc used for the coating shall be of a grade of zinc conforming to the specification for slab zinc. ASTM Designation B6.

PIPE WALL THICKNESS					WEIGHT/FOOT **		
USE	SIZE	O.D.	SCHD. 40	STRUC T GRADE	SCHD. 40	STRUC T GRADE	VINYL WALL THICKNES S
Top Rail	1 5/8"	1.660"	0.143"	0.110"	2.27#	1.82#	10-14 MIL
Line Posts	2"	1.900"	0.148"	0.114"	2.72#	2.17#	10-14 MIL
Line Posts	2 1/2"	2.375"	0.157"	0.121"	3.65#	2.91#	10-14 MIL
Corner & Terminal	3"	2.875"	0.207"	---	5.79#	---	10-14 MIL
Corner & Terminal	4"	4.000"	0.231"	---	9.10#	---	10-14 MIL

\* Applies to Schedule 40 Pipe only.

\*\* To assure compliance with specifications, the pipe weight per foot must be indicated.

### PIPE PERFORMANCE CRITERIA

TEST	TEST METHOD	RESULT
WEATHER-O-METER TEST	ASTM-E 42-64	5,000 hour exposure without cracking, blistering or loss of adhesion
Salt Spray (Unscored samples)	Federal Test Standard 141 Method 6061	10,000 hour exposure with-out deterioration of coating or metal corrosion
Salt Spray (Scored samples)	Federal Test Standard 141 Method 6061	Maximum 1/8 inch undercut after 1,000 hours exposure

**vi. Top Rail and Intermediate Rail:**

Shall be 1 5/8 inch outside diameter (O.D.) vinyl coated galvanized steel pipe of 21 foot lengths joined by 6 inch long sleeves, vinyl-clad, to run continuously along top of fence. Intermediate rails shall conform to specifications for top rail and joined at line posts with vinyl-clad boulevard clamps. The base bid shall include an intermediate rail running continuously along the entire length of the fence.

**vii. Line Posts:**

Shall be vinyl-coated galvanized steel pipe, 2 1/2 inch O.D. Posts shall be of sufficient length to allow for installation to a depth of approximately 3 feet below grade level and shall be spaced in the line of fence not further apart than 8 feet. The fabric shall be fastened to the line posts by means of matching 9 gauge, vinyl-coated ties.

**viii. Terminal Posts:**

Corner and terminal posts shall be 3 inches O.D. and shall be vinyl-coated galvanized steel. Each post shall be of sufficient length to allow for a depth of 3 feet below grade level. Fabric shall be attached to the terminal post by means of vinyl-coated tension bars and held by vinyl-coated tension bands. Stretches of fence more than 500 feet in length shall have one intermediate 3 inch O.D. pull post with braces on two directions for every 500 feet. Corner posts shall be placed at every change in direction as the owner directs. All corner and terminal posts

shall be braced with vinyl-clad galvanized steel 1 5/8 inch O.D. brace rail, 10 feet long, with a diagonal 3/8 inch truss rod, and attached to the first ensuring line post.

**ix. Gates:**

Gate frames shall be made of 1 5/8 inch O.D. vinyl-coated galvanized steel pipe up to 6' or 2-inch O.D. vinyl-coated galvanized steel pipe 7' or greater, joined at the corners, using specially designed corner fittings or welded to form of a rigid panel. Frames shall be filled with the same gauge fabric as the fence. The fabric shall be fastened in the frame on all sides by means of vinyl-coated fasteners and tension bars. The base bid shall include the cost of one (1) 4 foot wide (7.0 feet high with transom) gate with hinges and latches.

**x. Fittings:**

Fittings and other appurtenances shall be galvanized pressed steel, malleable or cast steel, as specified, epoxy-phenolic primed and coated with matching vinyl (PVC) by the fusion-bond method. The Base Bid shall include the cost for ALL necessary fittings for the project.

**xi. Tension Wires, Hog Rings and Tie Wires:**

Coiled spring tension wire of 6 gauge O.D. vinyl-clad galvanized steel wire is to be stretched along the bottom of the fence and securely fastened to fabric with 9 gauge O.D. vinyl-clad hog rings at intervals of 2 feet. Tie wires shall be 9 gauge O.D. vinyl-clad galvanized steel wire. The Base Bid shall include a sufficient quantity of tension wires, hog rings, and tie wires for this project.

**xii. Post Tops:**

Tops of line posts shall be of a malleable casting. Terminal post tops shall be of malleable iron, shall be one of the manufacturer's standard designs approved by the Owner and shall be designed so as to positively exclude all moisture from the terminal post and line posts. Post tops shall be epoxy-phenolic primed and coated with matching vinyl (PVC) by the fusion-bond method. Post tops shall be provided for all line terminal posts and corner posts.

**xiii. Inspection:**

All material installed under this Specification shall be subject to testing by Owner at Owner's expense. Any material so inspected and found to be not in strict conformance with this Specification shall be promptly removed and replaced by the Contractor at his expense.

**xiv. Care of Tennis Court Surface & Surrounding Area:**

The Fence Contractor accepts responsibility for any damage done to the tennis court surface or surrounding area by fence installers. Any such damage shall be repaired at the Fence Contractor's expense.

**B. THERMAL BONDED BLACK VINYL FENCING FOR TENNIS COURTS:**

**i. General:**

Except as indicated below, must meet all above specification for Forest Green Vinyl Fencing.

**ii. Black Vinyl Materials:**

Fabric shall be 9 gauge, galvanized core; 6 gauge thermal bonded black vinyl with knuckles top & bottom.

All posts, top rail, and fittings shall be thermal bonded black vinyl.

**C. THERMAL BONDED BLACK VINYL FENCING:**

**i. Fabric:**

Fabric shall be 9 gauge, galvanized core; 6 gauge thermal bonded black vinyl with knuckles top & bottom.

**ii. Materials:**

Terminal Posts - 3" (SS40 pipe)

Line Posts - 2 1/2" (SS40 pipe)

Top Rail - 1 5/8" (SS40 pipe)

Tension Wire on Bottom of Fence

Post End Caps with set screws

Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be thermal bonded black vinyl.

Posts to be installed on 10' centers.

**D. BLACK VINYL GATE (THERMAL BONDED):**

**i. General:**

Drive gates shall be one piece construction, 12' long and either 4', 6', 8', or 10' high with vertical and horizontal braces.

Pedestrian Gates shall be one piece construction, 4' long and either 4', 6', 8', or 10' high with vertical and horizontal braces.

**ii. Fabric:**



Fabric shall be 9 gauge, galvanized core; 6 gauge thermal bonded black vinyl with knuckles top & bottom.

iii. **Materials:**

Gate Posts - 4" (SS40 pipe)  
Latch Posts - 3" (SS40 pipe)  
Top & Bottom Rail - 1 5/8" (SS40 pipe)  
Vertical & Horizontal Braces - 1 5/8" (SS40 pipe)  
Heavy Duty Box Hinges  
Post Caps with set screws  
Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be thermal bonded black vinyl.

**II. SPECIFICATIONS: GALVANIZED FENCING MATERIALS**

i. **Fabric:**

Fabric shall be 9 gauge, galvanized with knuckles top & bottom.

ii. **Materials:**

Terminal Posts - 3" (SS40 pipe)  
Line Posts - 2 1/2" (SS40 pipe)  
Top & Middle Rail - 1 5/8" (SS40 pipe)  
Tension Wire on Bottom of Fence  
Post End Caps with set screws  
Galvanized Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be galvanized.

Posts to be installed on 10' centers.

**A. GALVANIZED SIDELINE FENCING:**

i. **Fabric:**

Fabric shall be 9 gauge, galvanized with knuckles top & bottom.

ii. **Materials:**

Terminal Posts - 3" (SS40 pipe)  
Line Posts - 2 1/2" (SS40 pipe)  
Top & Middle Rail - 1 5/8" (SS40 pipe)  
Middle rail attached with boulevard clamps  
Tension Wire on Bottom of Fence  
Post End Caps with set screws  
Galvanized Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be galvanized.

Posts to be installed on 10' centers.

**B. GALVANIZED BACKSTOP:**

**i. General:**

The backstop shall be 40' in overall length, 12' high, 20' back and 10' wings (left & right).

Posts to be installed on 10' centers.

Rail spacings are as follows:

Left & Right Wings (10' each)

Bottom rail, Rail at 3', Rail at 6', Rail at 9', Rail at 12'

Back (20')

Bottom rail, Rail at 2', Rail at 4', Rail at 6', Rail at 9', Rail at 12'

**ii. Fabric:**

Fabric shall be 6 gauge, 12' high galvanized with knuckles top & bottom.

**iii. Materials:**

Terminal Posts - 3" (Schedule 40 pipe)

Line Posts - 3" (Schedule 40 pipe)

Rails - 1 5/8" (SS40 pipe)

1 5/8" rail on bottom of fence

Rails to be attached with boulevard clamps

Post End Caps

Galvanized Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be galvanized.

**C. GALVANIZED GATE:****i. General:**

Drive gates shall be one piece construction, 12' long and either 4', 6', or 8', or 10' high with vertical and horizontal braces.

Pedestrian Gates shall be one piece construction, 4' long and either 4', 6', 8', or 10' high with vertical and horizontal braces.

**ii. Fabric:**

Fabric shall be 9 gauge, galvanized with knuckles top & bottom.

**iii. Materials:**

Gate Posts - 4" (SS40 pipe)  
Latch Posts - 3" (SS40 pipe)  
Top & Bottom Rail - 1 5/8" (SS40 pipe)  
Vertical & Horizontal Braces - 1 5/8" (SS40 pipe)  
Heavy Duty Box Hinges  
Post Caps with set screws  
Galvanized Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be galvanized.

**D. GALVANIZED DUAL FOUL POST:****i. General:**

The foul posts shall be dual post, 12' high on first & third base foul lines.

Posts to be installed on 3' centers.

Rail spacings are as follows:

Bottom rail, Rail at 6', Rail at 12'

**ii. Fabric:**

Fabric shall be 6 gauge, 12' high galvanized with knuckles top & bottom.

**iii. Materials:**

Terminal Posts - 3" (Schedule 40 pipe)  
Line Posts - 3" (Schedule 40 pipe)  
Rails - 1 5/8" (SS40 pipe)  
Rails to be attached with boulevard clamps  
Post End Caps  
Galvanized Steel Tie Wires

All fittings, posts, rails, caps, and tie wires shall be galvanized.

- **SPECIFICATIONS: WOODEN GUARDRAIL INSTALLATION**

- i. **General:**

- Wooden guardrail posts to be notched, ends to be beveled, counter sink bolt holes, top rail to be 25" above ground level.

- County to supply all materials.

- All else necessary for installation to be provided by Contractor.

### **III. SPECIFICATIONS: PIPE BARRIER GATE INSTALLATION**

- i. **General:**

- Pipe Barrier gates are 12' long x 2' high. Posts are 4" diameter.

- Minimum hole dimensions: 3' x 3' x 3' deep.

- County to supply pipe barrier gate, pin, and lock..

- All else necessary for installation to be provided by Contractor.

### **IV. SPECIFICATIONS: VERTICAL BOARD FENCING**

- i. **General:**

- See attached Drawing "FENCE TYPE 4" – single for construction details.

- Fence shall be 6' high.

- ii. **Materials:**

- Material - Cypress

- Salt treated rails - top, middle, and bottom

- Salt treated posts

- All hardware shall be galvanized steel

- Salt treated Cap

- 2 coats Exterior Stain or Paint

- 1 coat of Exterior Stain on salt treated rails and posts

**V. SPECIFICATIONS: 2 RAIL & 3 RAIL SPLIT RAIL FENCING****i. Materials:**

Locust Posts

Salt treated rails

All hardware shall be galvanized steel

2 coats Exterior Stain or Paint

**VI. SPECIFICATIONS: FENCING REPAIRS****A. GALVANIZED FENCING:****i. General:**

The Contractor shall furnish all equipment, labor, materials, supplies, supervision, and all else necessary to repair galvanized fencing at sites located throughout York County. The cost of each repair shall be broken down into a hourly labor rate for a two (2) man crew and a three (3) man crew and any materials plus a markup cost.

It is understood that a two (2) man crew will be required for any repairs to fencing that is 6' high and shorter and a three (3) man crew will be required for repairs to fencing that is higher than

**B. BLACK VINYL (THERMAL BONDED) FENCING:****i. General:**

The contractor shall furnish all equipment, labor, materials, supplies, supervision, and all else necessary to repair thermal bonded black vinyl fencing at sites located throughout York County. The cost of each repair shall be broken down into a hourly labor rate for a two (2) man crew and a three (3) man crew and any materials plus a markup cost.

Two (2) man crew will be required for any repairs to fencing that is 6' high and shorter and a three (3) man crew will be required for repairs to fencing that is higher than 6'.

**C. WOODEN FENCING:****i. General:**

The Contractor shall furnish all equipment, labor, materials, supplies, supervision, and all else necessary to repair wooden fencing at sites located throughout York County. The cost of each repair shall be broken down into a hourly labor rate for a two (2) man crew and a three (3) man crew and any materials plus a markup cost.

Two (2) man crew will be required for any repairs to fencing that is 6' high and shorter and a three (3) man crew will be required for repairs to fencing that is higher than 6'.

**4.0 GENERAL TERMS AND CONDITIONS:**

**Applicable Policy:**

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 01-19R adopted October 1, 2001), and any revisions thereto.

**4.1 Mandatory Use of County Form:**

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time.

**4.2 Opening Date/Time:**

Bids and amendments thereto, or withdrawal of bids submitted, if received by the County after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the Bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

**4.3 Inconsistencies In Conditions:**

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

**4.4 Clarifications of Terms:**

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

**4.5 Testing/Inspection:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

**4.6 Invoices:**

Invoices for goods ordered, delivered and accepted shall be submitted direct to 'INVOICE TO:' address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice

or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

**4.7** Default:

In event of default by the Contractor, the Owner reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

**4.8** Ethics in Public Contracting:

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**4.9** Anti-Discrimination:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the **Code of Virginia, et. seq.**, the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

**4.10** Immigration Reform And Control Act of 1986:

By signing this bid or proposal, the bidder certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**4.11** Indemnity:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.



**5.0** INFORMATION FOR BIDDERS:

- A. Prices should be stated in units of quantity specified, with packing and delivery to destination included; less Federal, State and local taxes.
- B. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
- C. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- D. Bids must show unit price, amount and grand total. In case of error in the extension of prices, the unit price shall govern.
- E. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

- F. Award will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- G. The Owner reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- H. Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

- I. Acceptance of a bid by the Owner is not an order to ship.
- J. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to order from such bidder, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
- K. Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- L. The contractor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this bid.
- M. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- N. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- O. Verify your bid before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- P. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- Q. Length of time for delivery as well as price may be considered in awarding of bid.

**6.0 INSURANCE:**

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" and County School Board of York County, Virginia, its Officers, Agents and Employees" as is appropriate for any project as Additional Insures on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed include included in the contract as if fully set out therein.

**Worker's Compensation and Employer's Liability**

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

**Comprehensive Automobile Liability**, including Owned, Non-Owned

Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

**Commercial General Liability**

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

**7.0 WARRANTIES:**

A minimum one (1) year manufacturer's warranty provided to the Owner. A minimum one (1) year warranty on workmanship required. A warranty on materials or as otherwise specified by the manufacturer.

**8.0 EXCEPTIONS TO BID CONDITIONS & SPECIFICATIONS:**

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the specifications of this bid. This sheet will be labeled, "Exception(s) to Bid Specifications," and shall be attached to the bid.

**9.0 GENERAL PROCEDURE:**

After evaluation and award, the Owner through its Central Purchasing Office shall issue a "Notice of Award" to the successful bidder, citing the Contract Number assigned, time period covered, without limitations.

Individual requests for material/services shall be submitted to Purchasing by the requesting agencies on a Purchase Requisition. Individual Purchase Orders will be issued to the successful bidder referencing the contract number and specifics regarding pick-up

or delivery of materials. No release of materials shall be authorized without the use of a purchase order number; either by the receipt of a written copy of the order or a telephone call from the Purchasing Office.

**10. PRICING SCHEDULE:**

In accordance with the terms and conditions herein, the Bidder agrees to provide Fencing Materials and Supplies for the following:

**1. Tennis Court Fencing**

**a. Please provide a per linear foot cost for the following:**

<b>Tennis Court Fencing</b>	<b>Cost per linear foot</b>
<b>10' High Forest Green Vinyl Clad Fencing</b>	
<b>8' High Forest Green Vinyl Clad Fencing</b>	
<b>10' High Thermal Bonded Black Vinyl Fencing</b>	
<b>8' High Thermal Bonded Black Vinyl Fencing</b>	

**b. Please provide a lump sum cost for the following:**

<b>Tennis Court Fencing</b>	<b>400 L.F.</b>	<b>456 L.F.</b>	<b>553 L.F.</b>	<b>648 L.F.</b>
<b>10' High Forest Green Vinyl Clad Fencing</b> with one (1) 4' x 7' gate. Posts on 8' centers. Four (4) corner posts.				
<b>8' High Forest Green Vinyl Clad Fencing</b> with one (1) 4' x 7' gate. Posts on 8' centers. Four (4) corner posts.				
<b>10' High Thermal Bonded Black Vinyl Fencing</b> with one (1) 4' x 7' gate. Posts on 8' centers. Four (4) corner posts.				
<b>8' High Thermal Bonded Black Vinyl Fencing</b> with one (1) 4' x 7' gate. Posts on 8' centers. Four (4) corner posts.				

**2. Galvanized & Thermal Bonded Black Vinyl Fencing**

Please provide a per linear foot cost for the following:

<b>Types of Fencing</b>	<b>1 - 100 L.F.</b>	<b>101 - 249 L.F.</b>	<b>250 -400 L.F.</b>	<b>Over 400 L.F.</b>
<b>4' High Black Vinyl Fencing</b>				
<b>6' High Black Vinyl Fencing</b>				
<b>8' High Black Vinyl Fencing</b>				
<b>10' High Black Vinyl Fencing</b>				
<b>4' High Galvanized, 9 gauge</b>				
<b>4' High Galvanized, 6 gauge</b>				
<b>6' High Galvanized, 9 gauge</b> (6' high sideline fencing is the same as Galvanized fencing)				
<b>6' High Galvanized, 6 gauge</b> (6' high sideline fencing is the same as Galvanized fencing)				
<b>8' High Galvanized, 9 gauge</b> (8' high sideline fencing is the same as Galvanized fencing)				
<b>8' High Galvanized, 6 gauge</b> (8' high sideline fencing is the same as Galvanized fencing)				
<b>10' High Galvanized, 9 gauge</b>				
<b>10' High Galvanized, 6 gauge</b>				
<b>12' High Galvanized, 9 gauge</b>				
<b>12' High Galvanized, 6 gauge</b>				

**NOTE: Price per foot is based upon linear feet only. Gates and corner posts are extra.**

### 3. Terminal Posts with Fittings & Caps

Please provide a per each cost for the following:

Terminal Posts with Fittings & Caps	Galvanized	Vinyl
4' High Terminal Posts		
6' High Terminal Posts		
8' High Terminal Posts		
10' High Terminal Posts		
12' High Terminal Posts		
18' High Terminal Posts		

### 4. Fittings for Attaching to an existing post

Please provide a per each cost for the following:

Fittings for attaching to an existing post	Galvanized	Vinyl
4' High		
6' High		
8' High		
10' High		
12' High		
18' High		

**5. Galvanized & Thermal Bonded Black Vinyl Gates**

Please provide a per each cost including posts, hardware, and fittings for the following:

<b>Gates (includes posts, hardware, &amp; fittings)</b>	<b>Galvanized</b>	<b>Vinyl</b>
<b>12' long x 4' high Drive Gate</b>		
<b>12' long x 6' high Drive Gate</b>		
<b>12' long x 8' high Drive Gate</b>		
<b>12' long x 10' high Drive Gate</b>		
<b>4' long x 4' high Pedestrian Gate</b>		
<b>4' long x 6' high Pedestrian Gate</b>		
<b>4' long x 8' high Pedestrian Gate</b>		
<b>4' long x 10' high Pedestrian Gate</b>		

**6. Galvanized Backstop & Dual Foul Post**

Please provide a per each cost for the following:

<b>Backstop &amp; Dual Foul Post</b>	<b>Per each cost</b>
<b>40' long x 12' high Backstop (20' back &amp; 10' wings)</b>	
<b>Dual Foul Post, 12' high</b>	

**7. Wooden Guardrail Installation**

Please provide a linear foot cost for the following:

<b>Type of fencing</b>	<b>Cost per linear foot</b>
<b>Wooden Guardrail</b>	

**8. Pipe Barrier Gate Installation**



Please provide a per each cost for the following:

<b>Gate Installation</b>	<b>Per each Cost</b>
<b>12' long x 2' high Pipe Barrier Gate</b>	

**9. Vertical Board (Type 4), 2 Rail Split Rail, and 3 Rail Split Rail Fencing**

Please provide a per linear foot cost for the following:

<b>Type of fencing</b>	<b>Cost per linear foot (including staining &amp; painting)</b>	<b>Cost per linear foot (excluding staining &amp; painting)</b>
<b>Vertical Board (TYPE 4 Single Side)</b>		
<b>Vertical Board (TYPE 4 Two Side)</b>		
<b>2 Rail Split Rail</b>		
<b>3 Rail Split Rail</b>		

**10. Galvanized, Black Vinyl Thermal Bonded, & Wooden Fencing Repairs**

Please provide a cost for the following:

<b>Type of Fencing Repair</b>	<b>Galvanized</b>	<b>Vinyl</b>	<b>Wooden</b>
<b>Cost per hour for a two (2) man crew to repair fencing 6' high or shorter.</b>			
<b>Cost per hour for a three (3) man crew to repair fencing that is higher than 6'.</b>			
<b>Materials Markup Percentage</b>			

**12.0 CONTRACTOR DATA:**

All bidders shall supply the following information. This bid shall be awarded only to a responsible and responsive bidder, qualified to provide the work specified. The bidder should submit the following information with their proposal. **Failure to submit the following requested information may result in bidder's bid being considered non-responsive.**

Additional typewritten sheets may be attached to this form if necessary.

**1. Years in Business:**

The bidder has been in business supplying the type of service outlined in these specifications for: \_\_\_\_\_ years \_\_\_\_\_ months.

**2. Business Location:**

The bidder shall satisfy the purchasing official that he maintains a store or branch within 100 miles of the working location, staffed with qualified personnel, equipment in working condition required to perform work as described, or ability to secure parts or equipment within reasonable period of time, and provisions for properly storing and maintaining or ability to readily obtain properly stored and maintained materials required to complete described work in timeframe described.

Business located: within County of York \_\_\_\_\_ within 25 miles or less \_\_\_\_\_  
\_\_\_\_\_ within 26-50 miles \_\_\_\_\_ within 51-75 miles \_\_\_\_\_ within \_\_\_\_\_  
76-100 miles \_\_\_\_\_ (check one)

**3. References:**

Three (3) references that list a brief description of same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses and phone numbers of owners. Bidders must only indicate references they have worked with a minimum of one (1) year.

**Reference #1**

1. Name of Firm, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contract Dates: From: \_\_\_\_\_ 199\_\_ To: \_\_\_\_\_ 200\_\_.

**Reference #2**

2. Name of Firm, City, County or Agency: \_\_\_\_\_
- Address: \_\_\_\_\_ Telephone: \_\_\_\_\_
- Contact: \_\_\_\_\_ Title: \_\_\_\_\_
- Contract Dates: From: \_\_\_\_\_ 199\_ To: \_\_\_\_\_ 200\_.

**Reference #3**

3. Name of Firm, City, County or Agency: \_\_\_\_\_
- Address: \_\_\_\_\_ Telephone: \_\_\_\_\_
- Contact: \_\_\_\_\_ Title: \_\_\_\_\_

**4. Fencing Services Performed for York County:**

The bidder shall list below fencing services which have been performed for York County.

**Project Location****Project Description**

Project Location	Project Description

**5. Key Personnel:**

In the space provided below, bidders shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One of these two (2) individuals shall be available for questions during normal business hours.

**Key Person #1:**

1. Name: \_\_\_\_\_
2. Title: \_\_\_\_\_
3. List of Qualifications and Experience \_\_\_\_\_

4. Phone Number's Office: \_\_\_\_\_ Mobil \_\_\_\_\_

5. E-Mail Address \_\_\_\_\_

Key Person #2

1. Name: \_\_\_\_\_

2. Title: \_\_\_\_\_

3. List of Qualifications and Experience \_\_\_\_\_

\_\_\_\_\_

4. Phone Number's Office: \_\_\_\_\_ Mobil \_\_\_\_\_

5. E-Mail Address \_\_\_\_\_